

EXHIBIT**A****COMMERCIAL CONTRACT - IMPROVED PROPERTY**

This Commercial Contract for Improved Property ("Agreement") is entered into as of JANUARY 6th, 2017 by and between Dongtai Investment Group, LLC and/or Mr. Ningbo Xu (collectively, "**Buyer**") and Anaheim Coachman Inn LLC, Core Mesa LLC, H.I. Arizona LLC, Shinning City LLC and Homer Chan ("**Seller**") in connection with the purchase and sale of that certain hotel located at Crowne Plaza Suites, 9090 Southwest Freeway, Houston, TX 77074 ("**Property**").

Seller agrees to sell the Property, and Buyer agrees to purchase the Property, on the terms and conditions set forth in this Agreement:

1. **PURCHASE PRICE:** At or before closing, Buyer will pay the following sales price for the Property: **Fourteen Million Five Hundred Thousand Dollars (\$14,500,000)** ("Purchase Price"). Buyer's Deposit (as defined below) shall be delivered to Escrow Agent, identified below, upon Seller's execution of this Agreement in accordance with the terms of this Agreement. The balance of the purchase price shall be payable at close of escrow pursuant to the terms stated below.

2. **EARNEST MONEY:** not later than six **(6) days** after the execution of this agreement, Buyer shall deposit **Five Hundred Thousand Dollars (\$500,000)** as earnest money ("**Buyer's Deposit**") at American Title Company of Houston, Attn: Shirley Chiu (Escrow Agent), 4660 Sweetwater Blvd, Suite 280, Sugarland, Texas 77479 ("**Title Company**") by wire transfer, which shall be credited toward the Purchase Price at close of escrow. Buyer and Seller shall ensure that a fully executed copy of this Agreement is delivered to Escrow Agent. If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies pursuant to this agreement or as allows by law. By providing written notice to Buy before Buyer deposits the earnest money. If Buyer has not timely terminated this contract during the Due Diligence Period and/or Termination Period provided in this contract and such Termination Period has expired, Buyer's earnest money deposit and all other Buyer deposits shall become non-refundable and the Earnest Money shall immediately be released to Seller upon Title Company's receipt of Seller's demand for the release of the funds to Seller. This contract shall serve as Buyer's instruction to the Title Company to release the funds to Seller once the termination period has expired and Buyer has not timely submitted termination in writing to the Title Company.

3. **CLOSING:** The date of the closing of the sale ("**Closing Date**") will be anytime on or before **Sixty (60) days** after the "Effective Date" (herein defined as the opening of escrow and the buyer's deposit of earnest money). Escrow fees shall be split equally between Buyer and Seller. Documentary transfer taxes shall be paid by Seller. All other closing costs shall be paid in accordance with the custom in the county in which the Property is located as advised and provided for by the title company.

A. Buyer shall have one option to extend the Closing Date. Buyer shall have a **Thirty (30) day** extension by delivering written notice of Buyer's exercise of Buyer's extension option to Seller and by delivering of an additional non-refundable **One Hundred Thousand Dollars (\$100,000)** deposit ("**Buyer's Option Deposit**") to Escrow Agent at American Title Company of Houston, 4660 Sweetwater Blvd, Suite 280, Sugarland, Texas 77479 for deposit and prior to 5:00 pm CST on the Closing Date. Buyer's Option Deposit shall be immediately released by Escrow Agent to Seller upon Buyer's election to extend the Closing Date and shall be credited toward the Purchase Price at the close of escrow. Buyer shall have a second option to extend the closing date for 20 days without additional deposits PROVIDED Buyer's earnest money and all additional deposits have been released by escrow to seller.

B. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the escrow agent;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's

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Sellers' Initials

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- security deposit; and
- (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and delivery any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

C. Unless the parties agree otherwise, all documents should be completed and provided upon closing. Title company shall advise and forward a list of required closing documents to the parties prior to closing.

4. TERMS

4.1 **DOWN PAYMENT:** In addition to the Buyer's Deposit, Buyer shall make an all-cash down payment of N/A dollars (\$ N/A) by N/A ("Down Payment Deposit").

4.2 **NEW LOAN:** Buyer agrees to use Buyer's reasonable efforts, at Buyer's expense, to obtain a new loan. Buyer shall submit a written application to obtain said loan to a bona fide lender within fourteen (14) calendar days from the effective date and shall authorize said lender to confirm in writing to Seller that lender has received such application. If Buyer fails to notify Seller in writing that Buyer has removed its loan contingency within forty (40) calendar days from the effective date, the transaction contemplated by this Agreement shall continue and shall be consummated as set forth in this Agreement. If Buyer notified Seller in writing within such forty (40) calendar days that it is unable to remove the loan contingency, this Agreement shall be null and void, and the entire Buyer's Deposit and any Additional Deposit shall be returned to Buyer.

5. **PRORATIONS:** Rentals, revenues, and other income, if any, from the Property and real property taxes and operating expenses, if any, affecting the Property shall be prorated as of 12:01A.M. of the Closing Date. At the close of escrow Buyer will receive a credit and Seller a debit in the amount of all "Advanced Booking Deposits" paid to Seller and not earned with respect to the period prior to the close of escrow. Other general provisions regarding prorations are as follows:

5.1 Seller shall terminate all employees at as of the Closing Date after check out and the rooms are cleaned. All benefits accrued by employees, including sick leave and vacation pay in connection with their employment, shall be responsibility of Seller.

5.2 Seller shall be responsible for all accounts payable, personal property, transient occupancy and payroll taxes as well as collection of accounts receivable accrued prior to the Closing Date.

5.3 Guest ledger receivables (e.g., all amounts, including, without limitation, room charges, food and beverage charges, telephone, in-room movies and any and all incidental charges accrued to the accounts of guests occupying rooms in the Hotel as of the Cutoff Time) shall be prorated as of the Cutoff Time between Buyer and Seller. Seller shall receive a credit for all guest ledger receivables for all room nights up to and including the room night during which the Cutoff Time occurs and Buyers shall be entitled to the amounts of guest ledger receivables for the room nights after the Cutoff Time.

5.4 All city ledger accounts receivable (excluding guest ledger receivables described above) generated from the operation of the Hotel Prior to the Cutoff Time (the "**Pre-Closing City Ledger Accounts**"), shall be retained by seller and seller is responsible for collecting such "Pre-Closing City Ledger Accounts", and Buyer shall not pay for or give Seller a credit at the Close of Escrow for any such accounts receivable. Buyer will cooperate with seller post Closing and use best efforts to pass checks received to seller for accounts receivable related to prior Cutoff Time.

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6. TITLE POLICY and SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will purchase a Standard Owner's Policy of Title (the title policy) issued by American Title Company of Houston, 4660 Sweetwater Blvd, Suite 280, Sugarland, Texas 77479 (the "Title Company") in the amount of the sales price dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: **WILL NOT BE AMENDED OR DELETED FROM THE TITLE POLICY.**

B. Survey: Within fourteen (14) days after the effective date: Seller shall furnish to Buyer a survey of the Property at Seller's expense and deliver a copy of the survey to the Buyer. The survey must be made in accordance with the: ALTA/ACSM Land Title Survey standards.

7. PERSONAL PROPERTY: Title to any personal property to be conveyed to Buyer in connection with the sale of the Property shall be conveyed to Buyer free and clear of all encumbrances (except for those previously approved by Buyer in writing). The price of these items shall be included in the purchase price for the Property, and Buyer agrees to accept all such personal property in "as is" condition. Buyer does require Seller to furnish a UCC search.

8. DOCUMENT CONTINGENCIES: Seller agrees to provide Buyer with copies of all items listed below within Five (5) calendar days following the "Effective Date" of this Agreement.

8.1 All rental agreements, leases, service contracts, insurance policies, latest tax bill(s).

8.2 The operating statement of the Property for the Thirty Six (36) calendar months immediately preceding the acceptance of the Purchase Agreement.

8.3 A complete and current rent roll, including a schedule of all tenant deposit and fees.

8.4 A written inventory of all items of Personal Property to be conveyed to Buyer on the Closing Date.

8.5 All inspection reports including, but not limited to, reports conducted for health, fire, franchise-company and/or AAA inspections.

8.6 All other items reasonably requested by Buyer in writing by a separate request for additional due diligence items, setting forth any other additional information requested by Buyer.

All Buyer's request for additional documents must be presented and acknowledged by seller within 2 days of the receipt of the documents 8.1-8.6.

Buyer shall have Forty (40) calendar days ("Due Diligence Period" and/or "Termination Period") following Effective Date to review and object in writing to any the foregoing items. If Buyer fails to object to these items within the specified time, Buyer shall be deemed to have accepted those items. Within the aforementioned Forty (40) days ("Due Diligence Period") buyer may conduct and examine the following:

8.7 Inspect and approve the physical structure of the Property.

8.8 Inspect and approve of all books and records of the Property.

8.9 Evaluate the economic feasibility.

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8.10 Obtain Financing.

8.11 Approve of title report for the Property.

8.12 Inspect and approve to the extent they exist: all leases, service contracts, licenses and permits, zoning, governmental use restrictions or the like affecting the subject property.

8.13 Obtain Approval of IHG-Crowne Plaza license

If Buyer objects to any of the foregoing items 8.1 through 8.13 in writing and terminates this Agreement by delivering written notice to Seller prior to expiration of the Due Diligence Period / Termination Period, Buyer's Deposit, along with any Down Payment Deposit (if any), shall be returned, and Buyer and Seller shall have no further obligations hereunder. However, Buyer's failure to terminate the contract during the Due Diligence Period will result in Buyer forfeiting all earnest money to Seller; the earnest money will then become non-refundable and Title Company shall immediately release all earnest money and additional deposits to Seller immediately upon demand from Seller. This contract shall serve as Buyer's instruction to Title Company to perform the above if Buyers fails to terminate the contract during the Due Diligence Period and Seller provided Title Company with demand for release of the funds.

9. PHYSICAL INSPECTION: Buyer shall have until the end of the Due Diligence Period to inspect the physical condition of the Property, including, but not limited to interior inspection, soil conditions and the presence or absence of hazardous materials on or about the Property, and all other aspects of the Property to the satisfaction of Buyer. If Buyer fails to notify Seller of its objections to the physical condition of the Property, in writing, by the end of the Due Diligence Period, Buyer shall be deemed to have approved the physical condition of the Property. Notwithstanding any other provision of this Agreement to the contrary, if Buyer objects to the condition of the Property, Buyer may terminate this Agreement prior to the end of the Due Diligence Period, and Buyer's Deposit, along with any Down Payment Deposit, shall be returned to Buyer, and Buyer and Seller shall have no further obligations hereunder.

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspection, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of actions, and expenses resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. Buyer's shall secure a policy of insurance to cover all activities to be conducted on the Property on Buyer's behalf prior to the close of escrow. This paragraph survives termination of this contract.

10. ESCROW DEPOSIT: Buyer's Deposit (along with any Down Payment Deposit) shall remain in escrow until the date of closing or as otherwise provided in this Commercial Contract for Improved Property. If Buyer has not timely terminated this contract during the Due Diligence Period and/or Termination Period provided in this contract and such Termination Period has expired, Buyer's earnest money deposit and all other Buyer deposits shall become

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non-refundable and the Earnest Money shall immediately be released to Seller upon Title Company's receipt of Seller's demand for the release of the funds to Seller. This contract shall serve as Buyer's instruction to the Title Company to release the funds to Seller once the termination period has expired and Buyer has not timely submitted termination in writing to the Title Company. If the Property is made unmarketable by Seller or by acts of God, war or terrorism, Buyer's Deposit, along with any Down Payment Deposit, shall be returned to Buyer if closing has not occurred and escrow shall be terminated without prejudice to the rights of Buyer, Seller, or Agent (as defined below).

11. CONDITION OF PROPERTY: IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD "AS IS", THAT BUYER HAS, OR WILL HAVE PRIOR TO THE CLOSING DATE, INSPECTED THE PROPERTY TO ITS SATISFACTION AND THAT EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT NEITHER SELLER NOR ITS AGENT, REPRESENTATIVE, EMPLOYEES, INCLUDING WITHOUT LIMITATION, THE AGENT, MAKES ANY REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE OF THE PROPERTY OR ITS SUITABILITY FOR BUYER'S INTENDED USE.

BUYER WILL COMPLETE, PRIOR TO THE END OF DUE-DILIGENCE PERIOD, AN ON-SITE INSPECTION OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS AND PERSONAL PROPERTY, THE BOOKS AND RECORDS RELATING TO THE OPERATION OF THE PROPERTY, AND/OR WILL OTHERWISE INVESTIGATE THE PROPERTY, ITS OPERATIONS, ZONING, TITLE MATTERS, ENVIRONMENTAL CONDITION AND THE LIKE TO BUYER'S SATISFACTION. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, SELLER AND ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING WITHOUT LIMITATION, AGENT, ARE FULLY AND COMPLETELY RELEASED FROM ALL RESPONSIBILITY AND LIABILITY REGARDING THE CONDITION, FITNESS, SUITABILITY, VALUATION AND/OR UTILITY OF THE PROPERTY. BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS-IS", WHERE IS, WITH ALL FAULTS, AND BUYER HAS NOT RELIED ON ANY WARRANTIES, PROMISES, AND ALL ASPECTS THEREOF. BUYER ACKNOWLEDGES THAT THE LEASING INFORMATION, FEASIBILITY, MARKETING REPORTS, OR OTHER INFORMATION OF ANY TYPE INCLUDING ANY ENVIRONMENTAL REPORTS THAT BUYER HAS RECEIVED OR MAY RECEIVE FROM SELLER OR SELLER'S AGENTS, REPRESENTATIVES, EMPLOYEES, INCLUDING WITHOUT LIMITATION, AGENT, IS FURNISHED ON THE EXPRESS CONDITION THAT BUYER SHALL OR WOULD MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY OR ALL SUCH INFORMATION, ALL SUCH INFORMATION BEING FURNISHED WITHOUT ANY WARRANTY WHATSOEVER (EXPRESS OR IMPLIED) AS TO THEIR ACCURACY OR THEIR COMPLETENESS. BUYER AGREES THAT IT WILL NOT ATTEMPT TO ASSERT ANY LIABILITY AGAINST SELLER, OR SELLER'S AGENTS, REPRESENTATIVES, EMPLOYEES, INCLUDING WITHOUT LIMITATION, AGENT, AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER OR SELLER'S AGENT, REPRESENTATIVE, EMPLOYEES, INCLUDING WITHOUT LIMITATION, THE AGENT FREE OF AND HARMLESS FROM ANY AND ALL SUCH CLAIMS OF LIABILITY. THIS INDEMNIFY SHALL SURVIVE THE CLOSING DATE OR THE TERMINATION OF THIS AGREEMENT.

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12. RISK OF LOSS: Risk of loss to the Property shall be borne by Buyer upon closing. In the event that the improvements on the Property are destroyed or materially damaged between the acceptance of this Agreement and the date title is conveyed to Buyer, Seller shall make such necessary repairs to restore the condition of the Property to the same condition as was approved by Buyer, reasonable wear and tear excepted, until title is conveyed to Buyer, and Buyer shall have no option to terminate this Agreement. Seller shall assign all insurance proceeds, plus Seller's responsibility to pay any deductible amount, to Buyer upon closing, from which time Buyer shall continue to make all necessary repairs to restore the Property to the condition desired by Buyer. Upon Buyer's physical inspection and approval of the Property, Seller shall maintain the Property through close of escrow in the same condition and repair as approved, reasonable wear and tear excepted. This provision is subject to any other option by Buyer to terminate this Agreement.

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13. **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date. All keys, leases, rental agreements, ongoing vendor contracts, shall be delivered to Buyer at close of escrow.

14. **LIQUIDATED DAMAGES:** BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER, THAT THE AMOUNT OF BUYER'S EARNEST MONEY DEPOSIT AND ADDITIONAL DEPOSITS INCLUDING DEPOSITS FOR EXTENSION PERIOD IS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT OF BUYER'S DEFAULT, AND UPON THE BUYER'S DEFAULT IN ITS PURCHASE OBLIGATIONS UNDER THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY AND SHALL RETAIN BUYER'S DEPOSIT (AS SAME MAY BE INCREASED BY THE TERMS HEREOF) AS LIQUIDATED DAMAGES, WHICH SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LAW OR AT EQUITY FOR BUYER'S DEFAULT.

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15. **SELLER EXCHANGE:** Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

16. **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

17. AGENCY DISCLOSURE and BUYER ACKNOWLEDGEMENT:

BUYER AND SELLER ARE AWARE THAT HOSPITALITY UNLIMITED INVESTMENTS, INC., 17785 CENTER COURT DRIVE N., SUITE 720, CERRITOS, CALIFORNIA 90703 ("SELLER'S AGENT"), REPRESENTS THE SELLER ONLY AND DOES NOT REPRESENT BUYER IN THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

BUYER AND SELLER ARE AWARE THAT JOANNA XIE OF GOLDENPALM INTERNATIONAL, LLC, 14019 SOUTHWEST FREEWAY, SUGAR LAND, TEXAS 77478, ("BUYER'S AGENT") REPRESENTS THE BUYER ONLY, IS THE BUYER'S SOLE AGENT, AND DOES NOT REPRESENT SELLER IN THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

Buyer acknowledged that it relied solely on its own evaluation, inspection and judgment and specifically agreed that other than the due diligence material provided directly from Seller, Seller has not made any representation as to the condition of the property or current/future business or performance of business. Buyer has the right to hire Seller's senior management staff after the close of escrow, however, Buyer understands and agrees that Seller does not authorize and shall not be held liable for any representation made by Seller's senior management.

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18. **BROKER DISCLAIMER:** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, Seller's Agent has not made any investigation, determination, warranty or representation with respect to any of the

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following: (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use of the Property under an federal, state, or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options, or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, and underground storage tanks.

Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility. . Buyer further agrees to reaffirm its acknowledgement of this disclaimer at close of escrow and to confirm that it has relied upon no representations of Buyer's Agent or Seller's Agent in connection with its acquisition of the Property.

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19. INDEMNIFICATION: Seller and Buyer agree to indemnify and hold Seller's Agent harmless from any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose.

20. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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21. SUCCESSORS & ASSIGNS: This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.

22. ATTORNEYS' FEES: In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Buyer's Agent or Seller's Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. TIME: Time is of the essence of this agreement.

24. NOTICES: All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Buyer's Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next business day. All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by fax, or by email. The parties will send copies of any notices to the broker or agent representing the party to whom the notices are sent. Notice sent to one Buyer shall be notice be deemed delivered to all Buyers.

25. FOREIGN INVESTOR DISCLOSURE: Seller agrees to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax and regulations promulgated thereunder.

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26. **ENTIRE AGREEMENT; MODIFICATION:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this contract, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by all parties.

27. **INSPECTION OF PROPERTY:** Seller agrees that Buyer and its representatives shall have the right to enter upon and inspect the interior(s) and exterior of the Property during business hours by appointment.

28. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in the county where the Property is located.

29. **SPECIFIC PERFORMANCE:** In the event Buyer fulfills its obligations under the agreement, and Seller refuses to close the transaction and sell the property, Buyer shall be entitled to injunctive relief and/or a decree of specific performance requiring Seller to close the transaction and sell the property.

30. **BACK UP CONTRACTS:** Seller is permitted to entertain and accept backup offers prior to Buyer's removal of contingencies and release of funds to Seller.

31. **MULTIPLE COUNTERPARTS:** This Agreement may be executed in multiple counterparts by the undersigned and all such counterparts so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all the parties hereto. Each such counterpart shall be deemed to be an original, binding the party subscribed thereto, and multiple signature pages (including faxes or other electronic delivery of signature pages) affixed to a single copy of this Agreement shall be deemed to be a fully executed original Agreement. It shall be sufficient in making proof of this Agreement to produce or account for a facsimile or PDF copy of an executed counterpart of this Agreement.

32. **OTHER TERMS AND CONDITIONS:**

Assumption of Service Contracts.

Buyer shall, on and as of the Close of Escrow, at its sole cost and expense, assume and agree to pay all sums and perform, fulfill and comply with all other covenants and obligations which are to be paid, performed and complied with by Seller with regards to any Utility and Service Contracts related to the property which arise on and after the Closing Date.

Crowne Plaza License Agreement.

Buyer shall, within 10 days of opening escrow, at Purchaser's sole cost and expense, submit its franchise application to obtain the consent of IHG - Crowne Plaza License Agreement (or, if different, the licensor/franchisor under the License Agreement) to the assumption thereof or, alternatively, the termination thereof (purchaser to pay all costs associated with termination) and the release of Seller from all liability under the License Agreement for all periods after the Close of Escrow.

Liquor License.

Seller and Buyer shall execute any and all documents applicable to the transfer of Liquor License. The purchase price includes the cost of the Liquor License. The Purchaser will pay for the application fee and all cost related to the application and transfer of the Liquor License.

33. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

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- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers.
- J. Disclosure: Hospitality Unlimited Investment, Inc. is a California licensed Real Estate Broker, representing Seller. Seller has a business relationship with Shinning City LLC which is a California licensed real Estate broker.

THE PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS WITH REGARD TO THE LEGAL EFFECT AND VALIDITY OF THIS PURCHASE AGREEMENT.

The undersigned Buyer hereby offers and agrees to purchase the above-described Property for the price and upon the terms and conditions herein stated.

Purchase and Sale Agreement

Sellers' Initials

SG PP MA

Buyers' Initials

MBJ

Concerning: 9090 Southwest Freeway, Houston, TX 77074

This offer is made by Buyer to Seller on this 6th day of January, 2017. The undersigned Buyer hereby acknowledges receipt of an executed copy of this Agreement, including the Agency Disclosure contained in Paragraph 17 above.

EXECUTED the 6th day of Jan., 2017 (Execution Date).

BUYER: **Dongtai Investment Group, LLC and/or Mr. Ningbo Xu**

ADDRESS: **13500 West Airport Blvd, # G, Sugar Land, Texas 77498**

E-mail: kevinxu98@yahoo.com

By: [Signature]

Name: NINGBO XU

Title: President

DATE: 1/6/2017

TELEPHONE: +1-281-798-2699

SELLER: **Anaheim Coachman Inn LLC, Core Mesa LLC, H.I. Arizona LLC, Shinning City LLC and Homer Chan.**

ADDRESS: **25 Mauchly Suite 305, Irvine, CA 92618**

E-mail: SGovind@INNvestment.net

By: [Signature]

Name: Sanjay Govind

Title: General Partner/ Manager

DATE: 01/05/2016

TELEPHONE: (949) 857 1088

SELLER'S ACCEPTANCE AND AGREEMENT TO PAY COMMISSION

The undersigned Seller accepts the foregoing offer and agrees to sell the Property to Buyer for the price and on the terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Buyer's Agent to deliver an executed copy to Buyer.

Seller reaffirms its agreement to pay to Seller's Agent and Buyer's Agent a combined real estate brokerage commission equal to two percent (2%) of the Purchase Price to GoldenPalm International, LLC. Said commission is payable in full on the Closing Date and shall be paid through escrow, through closing at the Title Company. Escrow Agent is directed to make such payment to agents from Seller's proceeds of sale.

Buyer agrees to fully and completely indemnify and hold Seller and Seller's Agent harmless from any and all commission disputes by any parties, including any alleged buyer's agent or procuring personnel.

a. In the event of any commission dispute:

Purchase and Sale Agreement

Sellers' Initials

SG PP PH

Buyers' Initials

NKX

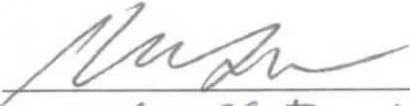
Concerning: 9090 Southwest Freeway, Houston, TX 77074

1. Buyer Agent's share of commission shall remain in the escrow, pending resolution, between/among the disputing parties.
2. If Buyer's Agent's commission is in dispute, and if Seller's Agent's commission is not in dispute, Escrow shall release Seller's Agent's commission to Seller's Agent without any further consent or approval by any parties.
2. No such parties, which are disputing commission payment, shall have the right to file a Lis Pendens or take any action to delay or otherwise impede, for whatever reason, the close of the escrow. Escrow is instructed to close escrow without further consent or signatures from Seller/Buyer.

b. All expenses necessary to cover Buyer's duty to indemnify Seller, shall be deducted from Buyers Agent's commission. Escrow is instructed to deduct from the sum prior to final distribution.
THE ABOVE PROVISIONS SHALL SURVIVE AT LEAST 12 MONTHS AFTER THE CLOSE OF ESCROW

BUYER: **Dongtai Investment Group, LLC**


ADDRESS: 13500 West Airport Blvd, # G,
Sugar Land, Texas 77498

By: 
Name: NINGBO XU
Title: PRESIDENT
DATE: 1/6/2017

TELEPHONE: +1-281-798-2699

SELLER: **Anaheim Coachman Inn, LLC**

ADDRESS: 25 Mauchly Ste 305
Irvine, CA 92618

By: 
Name: Pankaj Patel
Title: Manager

DATE: 01/05/2016

TELEPHONE: (949) 857 1088

SELLER: **Core Mesa, LLC**

ADDRESS: _____

By: _____
Name: _____
Title: _____

DATE: _____

TELEPHONE: _____

Purchase and Sale Agreement

Sellers' Initials

SG PP. PH

Buyers' Initials

MX

Concerning: 9090 Southwest Freeway, Houston, TX 77074

SELLER: **H.I. Arizona, LLC**

ADDRESS: 25 Mauchly Ste 305
Irvine, CA 92618

By: 

Name: Sanjay Govind

Title: Manager

DATE: 01/05/2016

TELEPHONE: (949) 857 1088

SELLER: **Shinning City, LLC**

ADDRESS:

1785 CENTER COURT DR.
Suite 720, CERRITOS, CA 90703

By: 

Name: PETER HUI

Title: MEMBER

DATE: 1/6/2016

TELEPHONE: 714-865-6411

SELLER: **Homer Chan**

ADDRESS:

Signed: _____

DATE: _____

TELEPHONE: _____

Seller's Agent accepts and agrees to the foregoing. Seller's Agent represents and warrants that Seller's Agent is unaware of any incorrect or incomplete information contained in any Natural Hazard Disclosures.

SELLER'S AGENT: **HOSPITALITY UNLIMITED INVESTMENTS, INC.**

BY: _____

ADDRESS: 17785 Center Court Drive N.,
Suite 720, Cerritos, CA 90703

DATE: _____

TELEPHONE: _____

Purchase and Sale Agreement

Sellers' Initials

SG PP . Pkt.

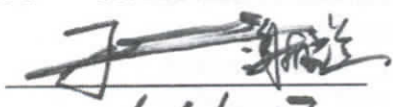
Buyers' Initials

NR

Concerning: 9090 Southwest Freeway, Houston, TX 77074

BUYER'S AGENT: JOANNA XIE OF GOLDENPALM INTERNATIONAL, LLC

BY:



ADDRESS:

14019 Southwest Freeway
Sugar Land, TX 77478

DATE:

01/16/2017

TELEPHONE:

+1-832-488-5813

NO REPRESENTATION IS MADE BY ANY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS PURCHASE AGREEMENT. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on

Escrow Agent: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

Purchase and Sale Agreement

Sellers' Initials

SG PP. PH

Buyers' Initials

MZA